

1 AN ACT concerning government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Freedom of Information Act is amended by
5 changing Section 7.5 as follows:

6 (5 ILCS 140/7.5)

7 Sec. 7.5. Statutory exemptions. To the extent provided for
8 by the statutes referenced below, the following shall be exempt
9 from inspection and copying:

10 (a) All information determined to be confidential
11 under Section 4002 of the Technology Advancement and
12 Development Act.

13 (b) Library circulation and order records identifying
14 library users with specific materials under the Library
15 Records Confidentiality Act.

16 (c) Applications, related documents, and medical
17 records received by the Experimental Organ Transplantation
18 Procedures Board and any and all documents or other records
19 prepared by the Experimental Organ Transplantation
20 Procedures Board or its staff relating to applications it
21 has received.

22 (d) Information and records held by the Department of
23 Public Health and its authorized representatives relating

1 to known or suspected cases of sexually transmissible
2 disease or any information the disclosure of which is
3 restricted under the Illinois Sexually Transmissible
4 Disease Control Act.

5 (e) Information the disclosure of which is exempted
6 under Section 30 of the Radon Industry Licensing Act.

7 (f) Firm performance evaluations under Section 55 of
8 the Architectural, Engineering, and Land Surveying
9 Qualifications Based Selection Act.

10 (g) Information the disclosure of which is restricted
11 and exempted under Section 50 of the Illinois Prepaid
12 Tuition Act.

13 (h) Information the disclosure of which is exempted
14 under the State Officials and Employees Ethics Act, and
15 records of any lawfully created State or local inspector
16 general's office that would be exempt if created or
17 obtained by an Executive Inspector General's office under
18 that Act.

19 (i) Information contained in a local emergency energy
20 plan submitted to a municipality in accordance with a local
21 emergency energy plan ordinance that is adopted under
22 Section 11-21.5-5 of the Illinois Municipal Code.

23 (j) Information and data concerning the distribution
24 of surcharge moneys collected and remitted by carriers
25 under the Emergency Telephone System Act.

26 (k) Law enforcement officer identification information

1 or driver identification information compiled by a law
2 enforcement agency or the Department of Transportation
3 under Section 11-212 of the Illinois Vehicle Code.

4 (l) Records and information provided to a residential
5 health care facility resident sexual assault and death
6 review team or the Executive Council under the Abuse
7 Prevention Review Team Act.

8 (m) Information provided to the predatory lending
9 database created pursuant to Article 3 of the Residential
10 Real Property Disclosure Act, except to the extent
11 authorized under that Article.

12 (n) Defense budgets and petitions for certification of
13 compensation and expenses for court appointed trial
14 counsel as provided under Sections 10 and 15 of the Capital
15 Crimes Litigation Act. This subsection (n) shall apply
16 until the conclusion of the trial of the case, even if the
17 prosecution chooses not to pursue the death penalty prior
18 to trial or sentencing.

19 (o) Information that is prohibited from being
20 disclosed under Section 4 of the Illinois Health and
21 Hazardous Substances Registry Act.

22 (p) Security portions of system safety program plans,
23 investigation reports, surveys, schedules, lists, data, or
24 information compiled, collected, or prepared by or for the
25 Regional Transportation Authority under Section 2.11 of
26 the Regional Transportation Authority Act or the St. Clair

1 County Transit District under the Bi-State Transit Safety
2 Act.

3 (q) Information prohibited from being disclosed by the
4 Personnel Record ~~Records~~ Review Act.

5 (r) Information prohibited from being disclosed by the
6 Illinois School Student Records Act.

7 (s) Information the disclosure of which is restricted
8 under Section 5-108 of the Public Utilities Act.

9 (t) All identified or deidentified health information
10 in the form of health data or medical records contained in,
11 stored in, submitted to, transferred by, or released from
12 the Illinois Health Information Exchange, and identified
13 or deidentified health information in the form of health
14 data and medical records of the Illinois Health Information
15 Exchange in the possession of the Illinois Health
16 Information Exchange Authority due to its administration
17 of the Illinois Health Information Exchange. The terms
18 "identified" and "deidentified" shall be given the same
19 meaning as in the Health Insurance Portability and
20 Accountability Act of 1996, Public Law 104-191, or any
21 subsequent amendments thereto, and any regulations
22 promulgated thereunder.

23 (u) Records and information provided to an independent
24 team of experts under the Developmental Disability and
25 Mental Health Safety Act (also known as Brian's Law).

26 (v) Names and information of people who have applied

1 for or received Firearm Owner's Identification Cards under
2 the Firearm Owners Identification Card Act or applied for
3 or received a concealed carry license under the Firearm
4 Concealed Carry Act, unless otherwise authorized by the
5 Firearm Concealed Carry Act; and databases under the
6 Firearm Concealed Carry Act, records of the Concealed Carry
7 Licensing Review Board under the Firearm Concealed Carry
8 Act, and law enforcement agency objections under the
9 Firearm Concealed Carry Act.

10 (w) Personally identifiable information which is
11 exempted from disclosure under subsection (g) of Section
12 19.1 of the Toll Highway Act.

13 (x) Information which is exempted from disclosure
14 under Section 5-1014.3 of the Counties Code or Section
15 8-11-21 of the Illinois Municipal Code.

16 (y) Confidential information under the Adult
17 Protective Services Act and its predecessor enabling
18 statute, the Elder Abuse and Neglect Act, including
19 information about the identity and administrative finding
20 against any caregiver of a verified and substantiated
21 decision of abuse, neglect, or financial exploitation of an
22 eligible adult maintained in the Registry established
23 under Section 7.5 of the Adult Protective Services Act.

24 (z) Records and information provided to a fatality
25 review team or the Illinois Fatality Review Team Advisory
26 Council under Section 15 of the Adult Protective Services

1 Act.

2 (aa) Information which is exempted from disclosure
3 under Section 2.37 of the Wildlife Code.

4 (bb) Information which is or was prohibited from
5 disclosure by the Juvenile Court Act of 1987.

6 (cc) Recordings made under the Law Enforcement
7 Officer-Worn Body Camera Act, except to the extent
8 authorized under that Act.

9 (dd) Information that is prohibited from being
10 disclosed under Section 45 of the Condominium and Common
11 Interest Community Ombudsperson Act.

12 (ee) Information that is exempted from disclosure
13 under Section 30.1 of the Pharmacy Practice Act.

14 (ff) Information that is exempted from disclosure
15 under the Revised Uniform Unclaimed Property Act.

16 (gg) Information that is prohibited from being
17 disclosed under Section 7-603.5 of the Illinois Vehicle
18 Code.

19 (hh) Records that are exempt from disclosure under
20 Section 1A-16.7 of the Election Code.

21 (ii) Information which is exempted from disclosure
22 under Section 2505-800 of the Department of Revenue Law of
23 the Civil Administrative Code of Illinois.

24 (jj) Information and reports that are required to be
25 submitted to the Department of Labor by registering day and
26 temporary labor service agencies but are exempt from

1 disclosure under subsection (a-1) of Section 45 of the Day
2 and Temporary Labor Services Act.

3 (kk) Information prohibited from disclosure under the
4 Seizure and Forfeiture Reporting Act.

5 (ll) Information the disclosure of which is restricted
6 and exempted under Section 5-30.8 of the Illinois Public
7 Aid Code.

8 (mm) ~~(ll)~~ Records that are exempt from disclosure under
9 Section 4.2 of the Crime Victims Compensation Act.

10 (nn) ~~(ll)~~ Information that is exempt from disclosure
11 under Section 70 of the Higher Education Student Assistance
12 Act.

13 (oo) Information prohibited from being disclosed under
14 the Illinois Educational Labor Relations Act.

15 (pp) Information prohibited from being disclosed under
16 the Illinois Public Labor Relations Act.

17 (qq) Information prohibited from being disclosed under
18 Section 1-167 of the Illinois Pension Code.

19 (Source: P.A. 99-78, eff. 7-20-15; 99-298, eff. 8-6-15; 99-352,
20 eff. 1-1-16; 99-642, eff. 7-28-16; 99-776, eff. 8-12-16;
21 99-863, eff. 8-19-16; 100-20, eff. 7-1-17; 100-22, eff. 1-1-18;
22 100-201, eff. 8-18-17; 100-373, eff. 1-1-18; 100-464, eff.
23 8-28-17; 100-465, eff. 8-31-17; 100-512, eff. 7-1-18; 100-517,
24 eff. 6-1-18; 100-646, eff. 7-27-18; 100-690, eff. 1-1-19;
25 100-863, eff. 8-14-18; 100-887, eff. 8-14-18; revised
26 10-12-18.)

1 Section 10. The Illinois Public Labor Relations Act is
2 amended by changing Sections 6 and 10 and by adding Section 6.5
3 as follows:

4 (5 ILCS 315/6) (from Ch. 48, par. 1606)

5 Sec. 6. Right to organize and bargain collectively;
6 exclusive representation; and fair share arrangements.

7 (a) Employees of the State and any political subdivision of
8 the State, excluding employees of the General Assembly of the
9 State of Illinois and employees excluded from the definition of
10 "public employee" under subsection (n) of Section 3 of this
11 Act, have, and are protected in the exercise of, the right of
12 self-organization, and may form, join or assist any labor
13 organization, to bargain collectively through representatives
14 of their own choosing on questions of wages, hours and other
15 conditions of employment, not excluded by Section 4 of this
16 Act, and to engage in other concerted activities not otherwise
17 prohibited by law for the purposes of collective bargaining or
18 other mutual aid or protection, free from interference,
19 restraint or coercion. Employees also have, and are protected
20 in the exercise of, the right to refrain from participating in
21 any such concerted activities. Employees may be required,
22 pursuant to the terms of a lawful fair share agreement, to pay
23 a fee which shall be their proportionate share of the costs of
24 the collective bargaining process, contract administration and

1 pursuing matters affecting wages, hours and other conditions of
2 employment as defined in Section 3(g).

3 (b) Nothing in this Act prevents an employee from
4 presenting a grievance to the employer and having the grievance
5 heard and settled without the intervention of an employee
6 organization; provided that the exclusive bargaining
7 representative is afforded the opportunity to be present at
8 such conference and that any settlement made shall not be
9 inconsistent with the terms of any agreement in effect between
10 the employer and the exclusive bargaining representative.

11 (c) A labor organization designated by the Board as the
12 representative of the majority of public employees in an
13 appropriate unit in accordance with the procedures herein or
14 recognized by a public employer as the representative of the
15 majority of public employees in an appropriate unit is the
16 exclusive representative for the employees of such unit for the
17 purpose of collective bargaining with respect to rates of pay,
18 wages, hours and other conditions of employment not excluded by
19 Section 4 of this Act. Unless otherwise mutually agreed, a ~~A~~
20 public employer is required at least once each month and upon
21 request, to furnish the exclusive bargaining representative
22 with a complete list of the names and addresses of the public
23 employees in the bargaining unit, provided that a public
24 employer shall not be required to furnish such a list more than
25 once per payroll period. The exclusive bargaining
26 representative shall use the list exclusively for bargaining

1 representation purposes and shall not disclose any information
2 contained in the list for any other purpose. Nothing in this
3 Section, however, shall prohibit a bargaining representative
4 from disseminating a list of its union members.

5 At the time the public employer provides such list, it
6 shall also provide to the exclusive representative, in an Excel
7 file or other mutually agreed upon editable digital file
8 format, the employee's job title, worksite location, work
9 telephone numbers, identification number if available, and any
10 home and personal cellular telephone numbers on file with the
11 employer, date of hire, work email address, and any personal
12 email address on file with the employer. In addition, unless
13 otherwise mutually agreed, within 10 calendar days from the
14 date of hire of a bargaining unit employee, the public employer
15 shall provide to the exclusive representative, in an electronic
16 file or other mutually agreed upon format, the following
17 information about the new employee: the employee's name, job
18 title, worksite location, home address, work telephone
19 numbers, and any home and personal cellular telephone numbers
20 on file with the employer, date of hire, work email address,
21 and any personal email address on file with the employer.

22 (c-5) No employer shall disclose the following information
23 of any employee: (1) the employee's home address (including ZIP
24 code and county); (2) the employee's date of birth; (3) the
25 employee's home and personal phone number; (4) the employee's
26 personal email address; (5) any information personally

1 identifying employee membership or membership status in a labor
2 organization or other voluntary association affiliated with a
3 labor organization or a labor federation (including whether
4 employees are members of such organization, the identity of
5 such organization, whether or not employees pay or authorize
6 the payment of any dues or moneys to such organization, and the
7 amounts of such dues or moneys); and (6) emails or other
8 communications between a labor organization and its members.

9 As soon as practicable after receiving a request for any
10 information prohibited from disclosure under this subsection
11 (c-5), excluding a request from the exclusive bargaining
12 representative of the employee, the employer must provide a
13 written copy of the request, or a written summary of any oral
14 request, to the exclusive bargaining representative of the
15 employee or, if no such representative exists, to the employee.
16 The employer must also provide a copy of any response it has
17 made within 5 business days of sending the response to any
18 request.

19 If an employer discloses information in violation of this
20 subsection (c-5), an aggrieved employee of the employer or his
21 or her exclusive bargaining representative may file an unfair
22 labor practice charge with the Illinois Labor Relations Board
23 pursuant to Section 10 of this Act or commence an action in the
24 circuit court to enforce the provisions of this Act, including
25 actions to compel compliance, if an employer willfully and
26 wantonly discloses information in violation of this

1 subsection. The circuit court for the county in which the
2 complainant resides, in which the complainant is employed, or
3 in which the employer is located shall have jurisdiction in
4 this matter.

5 This subsection does not apply to disclosures (i) required
6 under the Freedom of Information Act, (ii) for purposes of
7 conducting public operations or business, or (iii) to the
8 exclusive representative.

9 (c-10) Employers shall provide to exclusive
10 representatives, including their agents and employees,
11 reasonable access to employees in the bargaining units they
12 represent. This access shall at all times be conducted in a
13 manner so as not to impede normal operations.

14 (1) Access includes the following:

15 (A) the right to meet with one or more employees on
16 the employer's premises during the work day to
17 investigate and discuss grievances and
18 workplace-related complaints without charge to pay or
19 leave time of employees or agents of the exclusive
20 representative;

21 (B) the right to conduct worksite meetings during
22 lunch and other non-work breaks, and before and after
23 the workday, on the employer's premises to discuss
24 collective bargaining negotiations, the administration
25 of collective bargaining agreements, other matters
26 related to the duties of the exclusive representative,

1 and internal matters involving the governance or
2 business of the exclusive representative, without
3 charge to pay or leave time of employees or agents of
4 the exclusive representative;

5 (C) the right to meet with newly hired employees,
6 without charge to pay or leave time of the employees or
7 agents of the exclusive representative, on the
8 employer's premises or at a location mutually agreed to
9 by the employer and exclusive representative for up to
10 one hour either within the first two weeks of
11 employment in the bargaining unit or at a later date
12 and time if mutually agreed upon by the employer and
13 the exclusive representative; and

14 (D) the right to use the facility mailboxes and
15 bulletin boards of the employer to communicate with
16 bargaining unit employees regarding collective
17 bargaining negotiations, the administration of the
18 collective bargaining agreements, the investigation of
19 grievances, other workplace-related complaints and
20 issues, and internal matters involving the governance
21 or business of the exclusive representative.

22 (2) Nothing in this Section shall prohibit an employer
23 and exclusive representative from agreeing in a collective
24 bargaining agreement to provide the exclusive
25 representative greater access to bargaining unit
26 employees, including through the use of the employer's

1 email system.

2 (d) Labor organizations recognized by a public employer as
3 the exclusive representative or so designated in accordance
4 with the provisions of this Act are responsible for
5 representing the interests of all public employees in the unit.
6 Nothing herein shall be construed to limit an exclusive
7 representative's right to exercise its discretion to refuse to
8 process grievances of employees that are unmeritorious.

9 (e) When a collective bargaining agreement is entered into
10 with an exclusive representative, it may include in the
11 agreement a provision requiring employees covered by the
12 agreement who are not members of the organization to pay their
13 proportionate share of the costs of the collective bargaining
14 process, contract administration and pursuing matters
15 affecting wages, hours and conditions of employment, as defined
16 in Section 3 (g), but not to exceed the amount of dues
17 uniformly required of members. The organization shall certify
18 to the employer the amount constituting each nonmember
19 employee's proportionate share which shall not exceed dues
20 uniformly required of members. In such case, the proportionate
21 share payment in this Section shall be deducted by the employer
22 from the earnings of the nonmember employees and paid to the
23 employee organization.

24 (f) Employers shall make ~~Only the exclusive representative~~
25 ~~may negotiate provisions in a collective bargaining agreement~~
26 ~~providing for the payroll~~ deductions ~~deduction~~ of labor

1 organization dues, ~~fair share payment,~~ initiation fees, ~~and~~
2 assessments, and other payments for a labor organization that
3 is the exclusive representative. Such ~~Except as provided in~~
4 ~~subsection (c) of this Section, any such~~ deductions shall ~~only~~
5 be made in accordance with the terms of ~~upon~~ an employee's
6 written authorization, and ~~continued until revoked in writing~~
7 ~~in the same manner or until the termination date of an~~
8 ~~applicable collective bargaining agreement. Such payments~~
9 shall be paid to the exclusive representative. Written
10 authorization may be evidenced by electronic communications,
11 and such writing or communication may be evidenced by the
12 electronic signature of the employee as provided under Section
13 5-120 of the Electronic Commerce Security Act.

14 There is no impediment to an employee's right to resign
15 union membership at any time. However, notwithstanding any
16 other provision of law to the contrary regarding authorization
17 and deduction of dues or other payments to a labor
18 organization, the exclusive representative and a public
19 employee may agree to reasonable limits on the right of the
20 employee to revoke such authorization, including a period of
21 irrevocability that exceeds one year. An authorization that is
22 irrevocable for one year, which may be automatically renewed
23 for successive annual periods in accordance with the terms of
24 the authorization, and that contains at least an annual 10-day
25 period of time during which the employee may revoke the
26 authorization, shall be deemed reasonable.

1 This Section shall apply to all claims that allege that a
2 labor organization or a public employer has improperly deducted
3 or collected dues from an employee without regard to whether
4 the claims or the facts upon which they are based occurred
5 before, on, or after the effective date of this amendatory Act
6 of the 101st General Assembly and shall apply retroactively to
7 the maximum extent permitted by law.

8 (f-5) Where a collective bargaining agreement is
9 terminated, or continues in effect beyond its scheduled
10 expiration date pending the negotiation of a successor
11 agreement or the resolution of an impasse under Section 14, the
12 employer shall continue to honor and abide by any dues
13 deduction or fair share clause contained therein until a new
14 agreement is reached including dues deduction or a fair share
15 clause. For the benefit of any successor exclusive
16 representative certified under this Act, this provision shall
17 be applicable, provided the successor exclusive
18 representative:

19 (i) certifies to the employer the amount constituting
20 each non-member's proportionate share under subsection
21 (e); or

22 (ii) presents the employer with employee written
23 authorizations for the deduction of dues, assessments, and
24 fees under this subsection.

25 Failure to so honor and abide by dues deduction or fair
26 share clauses for the benefit of any exclusive representative,

1 including a successor, shall be a violation of the duty to
2 bargain and an unfair labor practice.

3 (f-10) Upon receiving written notice of authorization, the
4 public employer must commence dues deductions as soon as
5 practicable, but in no case later than 30 days after receiving
6 notice from the labor organization. Employee deductions shall
7 be transmitted to the labor organization no later than 30 days
8 after they are deducted unless a shorter period is mutually
9 agreed to.

10 (f-15) Deductions shall remain in effect until:

11 (1) the public employer receives notice that a public
12 employee has revoked their authorization in writing in
13 accordance with the terms of the authorization; or

14 (2) the individual employee is no longer employed by
15 the public employer in a bargaining unit position
16 represented by the same exclusive representative, provided
17 that if the employee is, within a period of one year,
18 employed by the same public employer in a position
19 represented by the same labor organization, the right to
20 dues deduction shall be automatically reinstated.

21 Nothing in this subsection prevents an employee from
22 continuing to authorize payroll deductions when no longer
23 represented by the exclusive representative that would receive
24 such deduction.

25 Should the individual employee who has signed a dues
26 deduction authorization card either be removed from a public

1 employer's payroll or otherwise placed on any type of
2 involuntary or voluntary leave of absence, whether paid or
3 unpaid, the public employee's dues deduction shall be continued
4 upon that public employee's return to the payroll in a
5 bargaining unit position represented by the same exclusive
6 representative or restoration to active duty from such a leave
7 of absence.

8 (f-20) Unless otherwise mutually agreed by the public
9 employer and the exclusive representative, employee requests
10 to authorize, revoke, cancel, or change authorizations for
11 payroll deductions for labor organizations shall be directed to
12 the labor organization rather than to the public employer. The
13 labor organization shall be responsible for initially
14 processing and notifying the public employer of proper requests
15 or providing proper requests to the employer. If the requests
16 are not provided to the public employer, the employer shall
17 rely on information provided by the labor organization
18 regarding whether deductions for a labor organization were
19 properly authorized, revoked, canceled, or changed, and the
20 labor organization shall indemnify the public employer for any
21 damages and reasonable costs incurred for any claims made by
22 employees for deductions made in good faith reliance on that
23 information.

24 (f-25) Upon receipt by the exclusive representative of an
25 appropriate written authorization from an employee, written
26 notice of authorization shall be provided to the employer and

1 any authorized deductions shall be made in accordance with law.
2 The labor organization shall indemnify the public employer for
3 any damages and reasonable costs incurred for any claims made
4 by employees for deductions made in good faith reliance on its
5 notification.

6 (f-30) The failure of an employer to comply with the
7 provisions of this Section shall be a violation of the duty to
8 bargain and an unfair labor practice. Relief for the violation
9 shall be reimbursement by the public employer of dues that
10 should have been deducted or paid based on a valid
11 authorization given by the employee or employees. In addition,
12 the provisions of a collective bargaining agreement that
13 contain the obligations set forth in this Section may be
14 enforced in accordance with Sections 8 and 16.

15 (f-35) The Illinois Labor Relations Board shall have
16 exclusive jurisdiction over claims under Illinois law that
17 allege that a labor organization has unlawfully collected dues
18 from a public employee in violation of this Act. The Board
19 shall by rule require that in cases in which a public employee
20 alleges that a labor organization has unlawfully collected
21 dues, the public employer shall continue to deduct the
22 employee's dues from the employee's pay, but shall transmit the
23 dues to the Board for deposit in an escrow account maintained
24 by the Board. If the exclusive representative maintains an
25 escrow account for the purpose of holding dues to which an
26 employee has objected, the employer shall transmit the entire

1 amount of dues to the exclusive representative, and the
2 exclusive representative shall hold in escrow the dues that the
3 employer would otherwise have been required to transmit to the
4 Board for escrow; provided that the escrow account maintained
5 by the exclusive representative complies with rules adopted by
6 the Board or that the collective bargaining agreement requiring
7 the payment of the dues contains an indemnification provision
8 for the purpose of indemnifying the employer with respect to
9 the employer's transmission of dues to the exclusive
10 representative.

11 (f-40) If any clause, sentence, paragraph, or subparagraph
12 of this Section shall be adjudged by a court of competent
13 jurisdiction to be unconstitutional or otherwise invalid, that
14 judgment shall not affect, impair, or invalidate the remainder
15 thereof, but shall be confined in its operation to the clause,
16 sentence, paragraph, or subparagraph of this Section directly
17 involved in the controversy in which that judgment shall have
18 been rendered.

19 If any clause, sentence, paragraph, or part of a signed
20 authorization for payroll deductions shall be adjudged by a
21 court of competent jurisdiction to be unconstitutional or
22 otherwise invalid, that judgment shall not affect, impair, or
23 invalidate the remainder of the signed authorization, but shall
24 be confined in its operation to the clause, sentence,
25 paragraph, or part of the signed authorization directly
26 involved in the controversy in which that judgment shall have

1 been rendered.

2 (g) Agreements containing a fair share agreement must
3 safeguard the right of nonassociation of employees based upon
4 bona fide religious tenets or teachings of a church or
5 religious body of which such employees are members. Such
6 employees may be required to pay an amount equal to their fair
7 share, determined under a lawful fair share agreement, to a
8 nonreligious charitable organization mutually agreed upon by
9 the employees affected and the exclusive bargaining
10 representative to which such employees would otherwise pay such
11 service fee. If the affected employees and the bargaining
12 representative are unable to reach an agreement on the matter,
13 the Board may establish an approved list of charitable
14 organizations to which such payments may be made.

15 (Source: P.A. 97-1172, eff. 4-5-13.)

16 (5 ILCS 315/6.5 new)

17 Sec. 6.5. Defense to liability.

18 (a) The General Assembly declares that public employees who
19 paid agency or fair share fees as a condition of public
20 employment in accordance with State laws and United States
21 Supreme Court precedent prior to June 27, 2018 had no
22 legitimate expectation of receiving that money back under any
23 then available cause of action. Public employers and labor
24 organizations who relied on State law and Supreme Court
25 precedent in deducting and accepting those fees were not liable

1 to refund them. Agency or fair share fees were paid for
2 collective bargaining representation that employee
3 organizations were obligated by State law to provide to
4 employees. Additionally, it should be presumed that employees
5 who signed written membership or dues authorization agreements
6 prior to this time knew and freely accepted the contractual
7 obligations set forth in those agreements. Application of this
8 Section to claims pending on the effective date of this
9 amendatory Act of the 101st General Assembly will preserve,
10 rather than interfere with, important reliance interests. This
11 Section is therefore necessary to provide certainty to public
12 employers and labor organizations that relied on State law and
13 to avoid disruption of public employee labor relations after
14 the United States Supreme Court's decision in Janus v. AFSCME
15 Council 31, 138 S. Ct. 2448 (2018).

16 (b) No public employer or labor organization, or any of its
17 employees or agents, shall be liable for, and they shall have a
18 complete defense to, any claims or actions under the laws of
19 this State for requiring, deducting, receiving, or retaining
20 dues, agency fees, or fair share fees from public employees,
21 and current or former public employees shall not have standing
22 to pursue these claims or actions if the dues or fees were
23 permitted under the laws of this State then in force and paid,
24 through payroll deduction or otherwise, prior to June 27, 2018.

25 (c) This Section shall apply to claims and actions pending
26 on the effective date of this amendatory Act of the 101st

1 General Assembly, as well to claims and actions on or after
2 that date.

3 (d) This Section is a declaration of existing law and shall
4 not be construed as a new enactment.

5 (5 ILCS 315/10) (from Ch. 48, par. 1610)

6 Sec. 10. Unfair labor practices.

7 (a) It shall be an unfair labor practice for an employer or
8 its agents:

9 (1) to interfere with, restrain or coerce public
10 employees in the exercise of the rights guaranteed in this
11 Act or to dominate or interfere with the formation,
12 existence or administration of any labor organization or
13 contribute financial or other support to it; provided, an
14 employer shall not be prohibited from permitting employees
15 to confer with him during working hours without loss of
16 time or pay;

17 (2) to discriminate in regard to hire or tenure of
18 employment or any term or condition of employment in order
19 to encourage or discourage membership in or other support
20 for any labor organization. Nothing in this Act or any
21 other law precludes a public employer from making an
22 agreement with a labor organization to require as a
23 condition of employment the payment of a fair share under
24 paragraph (e) of Section 6;

25 (3) to discharge or otherwise discriminate against a

1 public employee because he has signed or filed an
2 affidavit, petition or charge or provided any information
3 or testimony under this Act;

4 (4) to refuse to bargain collectively in good faith
5 with a labor organization which is the exclusive
6 representative of public employees in an appropriate unit,
7 including, but not limited to, the discussing of grievances
8 with the exclusive representative;

9 (5) to violate any of the rules and regulations
10 established by the Board with jurisdiction over them
11 relating to the conduct of representation elections or the
12 conduct affecting the representation elections;

13 (6) to expend or cause the expenditure of public funds
14 to any external agent, individual, firm, agency,
15 partnership or association in any attempt to influence the
16 outcome of representational elections held pursuant to
17 Section 9 of this Act; provided, that nothing in this
18 subsection shall be construed to limit an employer's right
19 to internally communicate with its employees as provided in
20 subsection (c) of this Section, to be represented on any
21 matter pertaining to unit determinations, unfair labor
22 practice charges or pre-election conferences in any formal
23 or informal proceeding before the Board, or to seek or
24 obtain advice from legal counsel. Nothing in this paragraph
25 shall be construed to prohibit an employer from expending
26 or causing the expenditure of public funds on, or seeking

1 or obtaining services or advice from, any organization,
2 group, or association established by and including public
3 or educational employers, whether covered by this Act, the
4 Illinois Educational Labor Relations Act or the public
5 employment labor relations law of any other state or the
6 federal government, provided that such services or advice
7 are generally available to the membership of the
8 organization, group or association, and are not offered
9 solely in an attempt to influence the outcome of a
10 particular representational election; ~~or~~

11 (7) to refuse to reduce a collective bargaining
12 agreement to writing or to refuse to sign such agreement; ~~or~~

13 (8) to interfere with, restrain, coerce, deter, or
14 discourage public employees or applicants to be public
15 employees from: (i) becoming or remaining members of a
16 labor organization; (ii) authorizing representation by a
17 labor organization; or (iii) authorizing dues or fee
18 deductions to a labor organization, nor shall the employer
19 intentionally permit outside third parties to use its email
20 or other communication systems to engage in that conduct.
21 An employer's good faith implementation of a policy to
22 block the use of its email or other communication systems
23 for such purposes shall be a defense to an unfair labor
24 practice; or

25 (9) to disclose to any person or entity information set
26 forth in subsection (c-5) of Section 6 of this Act that the

1 employer knows or should know will be used to interfere
2 with, restrain, coerce, deter, or discourage any public
3 employee from: (i) becoming or remaining members of a labor
4 organization, (ii) authorizing representation by a labor
5 organization, or (iii) authorizing dues or fee deductions
6 to a labor organization.

7 (b) It shall be an unfair labor practice for a labor
8 organization or its agents:

9 (1) to restrain or coerce public employees in the
10 exercise of the rights guaranteed in this Act, provided,
11 (i) that this paragraph shall not impair the right of a
12 labor organization to prescribe its own rules with respect
13 to the acquisition or retention of membership therein or
14 the determination of fair share payments and (ii) that a
15 labor organization or its agents shall commit an unfair
16 labor practice under this paragraph in duty of fair
17 representation cases only by intentional misconduct in
18 representing employees under this Act;

19 (2) to restrain or coerce a public employer in the
20 selection of his representatives for the purposes of
21 collective bargaining or the settlement of grievances; or

22 (3) to cause, or attempt to cause, an employer to
23 discriminate against an employee in violation of
24 subsection (a)(2);

25 (4) to refuse to bargain collectively in good faith
26 with a public employer, if it has been designated in

1 accordance with the provisions of this Act as the exclusive
2 representative of public employees in an appropriate unit;

3 (5) to violate any of the rules and regulations
4 established by the boards with jurisdiction over them
5 relating to the conduct of representation elections or the
6 conduct affecting the representation elections;

7 (6) to discriminate against any employee because he has
8 signed or filed an affidavit, petition or charge or
9 provided any information or testimony under this Act;

10 (7) to picket or cause to be picketed, or threaten to
11 picket or cause to be picketed, any public employer where
12 an object thereof is forcing or requiring an employer to
13 recognize or bargain with a labor organization of the
14 representative of its employees, or forcing or requiring
15 the employees of an employer to accept or select such labor
16 organization as their collective bargaining
17 representative, unless such labor organization is
18 currently certified as the representative of such
19 employees:

20 (A) where the employer has lawfully recognized in
21 accordance with this Act any labor organization and a
22 question concerning representation may not
23 appropriately be raised under Section 9 of this Act;

24 (B) where within the preceding 12 months a valid
25 election under Section 9 of this Act has been
26 conducted; or

1 (C) where such picketing has been conducted
2 without a petition under Section 9 being filed within a
3 reasonable period of time not to exceed 30 days from
4 the commencement of such picketing; provided that when
5 such a petition has been filed the Board shall
6 forthwith, without regard to the provisions of
7 subsection (a) of Section 9 or the absence of a showing
8 of a substantial interest on the part of the labor
9 organization, direct an election in such unit as the
10 Board finds to be appropriate and shall certify the
11 results thereof; provided further, that nothing in
12 this subparagraph shall be construed to prohibit any
13 picketing or other publicity for the purpose of
14 truthfully advising the public that an employer does
15 not employ members of, or have a contract with, a labor
16 organization unless an effect of such picketing is to
17 induce any individual employed by any other person in
18 the course of his employment, not to pick up, deliver,
19 or transport any goods or not to perform any services;
20 or

21 (8) to refuse to reduce a collective bargaining
22 agreement to writing or to refuse to sign such agreement.

23 (c) The expressing of any views, argument, or opinion or
24 the dissemination thereof, whether in written, printed,
25 graphic, or visual form, shall not constitute or be evidence of
26 an unfair labor practice under any of the provisions of this

1 Act, if such expression contains no threat of reprisal or force
2 or promise of benefit.

3 (d) The employer shall not discourage public employees or
4 applicants to be public employees from becoming or remaining
5 union members or authorizing dues deductions, and shall not
6 otherwise interfere with the relationship between employees
7 and their exclusive bargaining representative. The employer
8 shall refer all inquiries about union membership to the
9 exclusive bargaining representative, except that the employer
10 may communicate with employees regarding payroll processes and
11 procedures. The employer will establish email policies in an
12 effort to prohibit the use of its email system by outside
13 sources.

14 (Source: P.A. 86-412; 87-736.)

15 Section 15. The State Comptroller Act is amended by
16 changing Section 20 as follows:

17 (15 ILCS 405/20) (from Ch. 15, par. 220)

18 Sec. 20. Annual report. The Comptroller shall annually, as
19 soon as possible after the close of the fiscal year but no
20 later than December 31, make out and present to the Governor,
21 the President of the Senate, the Speaker of the House of
22 Representatives, the Minority Leader of the Senate, and the
23 Minority Leader of the House of Representatives a report,
24 showing the amount of warrants drawn on the treasury, on other

1 funds held by the State Treasurer and on any public funds held
2 by State agencies, during the preceding fiscal year, and
3 stating, particularly, on what account they were drawn, and if
4 drawn on the contingent fund, to whom and for what they were
5 issued. He or she shall, also, at the same time, report to the
6 Governor, the President of the Senate, the Speaker of the House
7 of Representatives, the Minority Leader of the Senate, and the
8 Minority Leader of the House of Representatives the amount of
9 money received into the treasury, into other funds held by the
10 State Treasurer and into any other funds held by State agencies
11 during the preceding fiscal year, and stating particularly, the
12 source from which the same may be derived, and also a general
13 account of all the business of his office during the preceding
14 fiscal year. The report shall also summarize for the previous
15 fiscal year the information required under Section 19.

16 Within 60 days after the expiration of each calendar year,
17 the Comptroller shall compile, from records maintained and
18 available in his office, a list of all persons including those
19 employed in the Office of the Comptroller, who have been
20 employed by the State during the past calendar year and paid
21 from funds in the hands of the State Treasurer.

22 The list ~~shall be arranged according to counties and~~ shall
23 state in alphabetical order the name of each employee, ~~the~~
24 ~~address in the county in which he votes, except as specified~~
25 ~~below,~~ the position, and the total salary paid to him or her
26 during the past calendar year, rounded to the nearest hundred

1 dollar. ~~For persons employed by the Department of Corrections,~~
2 ~~Department of Children and Family Services, Department of~~
3 ~~Juvenile Justice, Office of the State's Attorneys Appellate~~
4 ~~Prosecutor, and the Department of State Police, as well as~~
5 ~~their spouses, no address shall be listed.~~ The list so compiled
6 and arranged shall be kept on file in the office of the
7 Comptroller and be open to inspection by the public at all
8 times.

9 No person who utilizes the names obtained from this list
10 for solicitation shall represent that such solicitation is
11 authorized by any officer or agency of the State of Illinois.
12 Violation of this provision is a Business Offense punishable by
13 a fine not to exceed \$3,000.

14 (Source: P.A. 100-253, eff. 1-1-18.)

15 Section 20. The Illinois Pension Code is amended by adding
16 Section 1-167 as follows:

17 (40 ILCS 5/1-167 new)

18 Sec. 1-167. Prohibited disclosures. No pension fund or
19 retirement system subject to this Code shall disclose the
20 following information of any members or participants of any
21 pension fund or retirement system: (1) the individual's home
22 address (including ZIP code and county); (2) the individual's
23 date of birth; (3) the individual's home and personal phone
24 number; (4) the individual's personal email address; (5)

1 personally identifying member or participant deduction
2 information; or (6) any membership status in a labor
3 organization or other voluntary association affiliated with a
4 labor organization or labor federation (including whether
5 participants are members of such organization, the identity of
6 such organization, whether or not participants pay or authorize
7 the payment of any dues or moneys to such organization, and the
8 amounts of such dues or moneys).

9 This Section does not apply to disclosures (i) required
10 under the Freedom of Information Act, (ii) for purposes of
11 conducting public operations or business, or (iii) to a labor
12 organization or other voluntary association affiliated with a
13 labor organization or labor federation.

14 Section 25. The Illinois Fire Protection Training Act is
15 amended by changing Section 8 as follows:

16 (50 ILCS 740/8) (from Ch. 85, par. 538)

17 Sec. 8. Rules and minimum standards for schools. The Office
18 shall adopt rules and minimum standards for such schools which
19 shall include but not be limited to the following:

20 a. Minimum courses of study, resources, facilities,
21 apparatus, equipment, reference material, established
22 records and procedures as determined by the Office.

23 b. Minimum requirements for instructors.

24 c. Minimum basic training requirements, which a

1 trainee must satisfactorily complete before being eligible
2 for permanent employment as a fire fighter in the fire
3 department of a participating local governmental agency.
4 Those requirements shall include training in first aid
5 (including cardiopulmonary resuscitation), ~~and~~ training in
6 the administration of opioid antagonists as defined in
7 paragraph (1) of subsection (e) of Section 5-23 of the
8 Substance Use Disorder Act, and training in the history of
9 the fire service labor movement using curriculum and
10 instructors provided by a statewide organization
11 representing professional union firefighters in Illinois.

12 (Source: P.A. 99-480, eff. 9-9-15; 100-759, eff. 1-1-19.)

13 Section 30. The Illinois Educational Labor Relations Act is
14 amended by changing Sections 3 and 14 and by adding Sections
15 11.1 and 11.2 as follows:

16 (115 ILCS 5/3) (from Ch. 48, par. 1703)

17 Sec. 3. Employee rights; exclusive representative rights.

18 (a) It shall be lawful for educational employees to
19 organize, form, join, or assist in employee organizations or
20 engage in lawful concerted activities for the purpose of
21 collective bargaining or other mutual aid and protection or
22 bargain collectively through representatives of their own free
23 choice and, except as provided in Section 11, such employees
24 shall also have the right to refrain from any or all such

1 activities.

2 (b) Representatives selected by educational employees in a
3 unit appropriate for collective bargaining purposes shall be
4 the exclusive representative of all the employees in such unit
5 to bargain on wages, hours, terms and conditions of employment.
6 However, any individual employee or a group of employees may at
7 any time present grievances to their employer and have them
8 adjusted without the intervention of the bargaining
9 representative as long as the adjustment is not inconsistent
10 with the terms of a collective bargaining agreement then in
11 effect, provided that the bargaining representative has been
12 given an opportunity to be present at such adjustment.

13 (c) Employers shall provide to exclusive representatives,
14 including their agents and employees, reasonable access to and
15 information about employees in the bargaining units they
16 represent. This access shall at all times be conducted in a
17 manner so as not to impede normal operations.

18 (1) Access includes the following:

19 (A) the right to meet with one or more employees on
20 the employer's premises during the work day to
21 investigate and discuss grievances and
22 workplace-related complaints without charge to pay or
23 leave time of employees or agents of the exclusive
24 representative;

25 (B) the right to conduct worksite meetings during
26 lunch and other non-work breaks, and before and after

1 the workday, on the employer's premises to discuss
2 collective bargaining negotiations, the administration
3 of collective bargaining agreements, other matters
4 related to the duties of the exclusive representative,
5 and internal matters involving the governance or
6 business of the exclusive representative, without
7 charge to pay or leave time of employees or agents of
8 the exclusive representative;

9 (C) the right to meet with newly hired employees,
10 without charge to pay or leave time of the employees or
11 agents of the exclusive representative, on the
12 employer's premises or at a location mutually agreed to
13 by the employer and exclusive representative for up to
14 one hour either within the first two weeks of
15 employment in the bargaining unit or at a later date
16 and time if mutually agreed upon by the employer and
17 the exclusive representative; and

18 (D) the right to use the facility mailboxes and
19 bulletin boards of the employer to communicate with
20 bargaining unit employees regarding collective
21 bargaining negotiations, the administration of the
22 collective bargaining agreements, the investigation of
23 grievances, other workplace-related complaints and
24 issues, and internal matters involving the governance
25 or business of the exclusive representative.

26 Nothing in this Section shall prohibit an employer and

1 exclusive representative from agreeing in a collective
2 bargaining agreement to provide the exclusive
3 representative greater access to bargaining unit
4 employees, including through the use of the employer's
5 email system.

6 (2) Information about employees includes, but is not
7 limited to, the following:

8 (A) within 10 calendar days from the beginning of
9 every school term and every 30 calendar days thereafter
10 in the school term, in an Excel file or other editable
11 digital file format agreed to by the exclusive
12 representative, the employee's name, job title,
13 worksite location, home address, work telephone
14 numbers, identification number if available, and any
15 home and personal cellular telephone numbers on file
16 with the employer, date of hire, work email address,
17 and any personal email address on file with the
18 employer; and

19 (B) unless otherwise mutually agreed upon, within
20 10 calendar days from the date of hire of a bargaining
21 unit employee, in an electronic file or other format
22 agreed to by the exclusive representative, the
23 employee's name, job title, worksite location, home
24 address, work telephone numbers, and any home and
25 personal cellular telephone numbers on file with the
26 employer, date of hire, work email address, and any

1 personal email address on file with the employer.

2 (d) No employer shall disclose the following information of
3 any employee: (1) the employee's home address (including ZIP
4 code and county); (2) the employee's date of birth; (3) the
5 employee's home and personal phone number; (4) the employee's
6 personal email address; (5) any information personally
7 identifying employee membership or membership status in a labor
8 organization or other voluntary association affiliated with a
9 labor organization or a labor federation (including whether
10 employees are members of such organization, the identity of
11 such organization, whether or not employees pay or authorize
12 the payment of any dues or moneys to such organization, and the
13 amounts of such dues or moneys); and (6) emails or other
14 communications between a labor organization and its members.

15 As soon as practicable after receiving a request for any
16 information prohibited from disclosure under this subsection
17 (d), excluding a request from the exclusive bargaining
18 representative of the employee, the employer must provide a
19 written copy of the request, or a written summary of any oral
20 request, to the exclusive bargaining representative of the
21 employee or, if no such representative exists, to the employee.
22 The employer must also provide a copy of any response it has
23 made within 5 business days of sending the response to any
24 request.

25 If an employer discloses information in violation of this
26 subsection (d), an aggrieved employee of the employer or his or

1 her exclusive bargaining representative may file an unfair
2 labor practice charge with the Illinois Educational Labor
3 Relations Board pursuant to Section 14 of this Act or commence
4 an action in the circuit court to enforce the provisions of
5 this Act, including actions to compel compliance, if an
6 employer willfully and wantonly discloses information in
7 violation of this subsection. The circuit court for the county
8 in which the complainant resides, in which the complainant is
9 employed, or in which the employer is located shall have
10 jurisdiction in this matter.

11 This subsection does not apply to disclosures (i) required
12 under the Freedom of Information Act, (ii) for purposes of
13 conducting public operations or business, or (iii) to the
14 exclusive representative.

15 (Source: P.A. 83-1014.)

16 (115 ILCS 5/11.1 new)

17 Sec. 11.1. Dues collection.

18 (a) Employers shall make payroll deductions of employee
19 organization dues, initiation fees, assessments, and other
20 payments for an employee organization that is the exclusive
21 representative. Such deductions shall be made in accordance
22 with the terms of an employee's written authorization and shall
23 be paid to the exclusive representative. Written authorization
24 may be evidenced by electronic communications, and such writing
25 or communication may be evidenced by the electronic signature

1 of the employee as provided under Section 5-120 of the
2 Electronic Commerce Security Act.

3 There is no impediment to an employee's right to resign
4 union membership at any time. However, notwithstanding any
5 other provision of law to the contrary regarding authorization
6 and deduction of dues or other payments to a labor
7 organization, the exclusive representative and an educational
8 employee may agree to reasonable limits on the right of the
9 employee to revoke such authorization, including a period of
10 irrevocability that exceeds one year. An authorization that is
11 irrevocable for one year, which may be automatically renewed
12 for successive annual periods in accordance with the terms of
13 the authorization, and that contains at least an annual 10-day
14 period of time during which the educational employee may revoke
15 the authorization, shall be deemed reasonable. This Section
16 shall apply to all claims that allege that an educational
17 employer or employee organization has improperly deducted or
18 collected dues from an employee without regard to whether the
19 claims or the facts upon which they are based occurred before,
20 on, or after the effective date of this amendatory Act of the
21 101st General Assembly and shall apply retroactively to the
22 maximum extent permitted by law.

23 (b) Upon receiving written notice of the authorization, the
24 educational employer must commence dues deductions as soon as
25 practicable, but in no case later than 30 days after receiving
26 notice from the employee organization. Employee deductions

1 shall be transmitted to the employee organization no later than
2 10 days after they are deducted unless a shorter period is
3 mutually agreed to.

4 (c) Deductions shall remain in effect until:

5 (1) the educational employer receives notice that an
6 educational employee has revoked his or her authorization
7 in writing in accordance with the terms of the
8 authorization; or

9 (2) the individual educational employee is no longer
10 employed by the educational employer in a bargaining unit
11 position represented by the same exclusive representative;
12 provided that if such employee is, within a period of one
13 year, employed by the same educational employer in a
14 position represented by the same employee organization,
15 the right to dues deduction shall be automatically
16 reinstated.

17 Nothing in this subsection prevents an employee from
18 continuing to authorize payroll deductions when no longer
19 represented by the exclusive representative that would receive
20 those deductions.

21 Should the individual educational employee who has signed a
22 dues deduction authorization card either be removed from an
23 educational employer's payroll or otherwise placed on any type
24 of involuntary or voluntary leave of absence, whether paid or
25 unpaid, the employee's dues deduction shall be continued upon
26 that employee's return to the payroll in a bargaining unit

1 position represented by the same exclusive representative or
2 restoration to active duty from such a leave of absence.

3 (d) Unless otherwise mutually agreed by the educational
4 employer and the exclusive representative, employee requests
5 to authorize, revoke, cancel, or change authorizations for
6 payroll deductions for employee organizations shall be
7 directed to the employee organization rather than to the
8 educational employer. The employee organization shall be
9 responsible for initially processing and notifying the
10 educational employer of proper requests or providing proper
11 requests to the employer. If the requests are not provided to
12 the educational employer, the employer shall rely on
13 information provided by the employee organization regarding
14 whether deductions for an employee organization were properly
15 authorized, revoked, canceled, or changed, and the employee
16 organization shall indemnify the educational employer for any
17 damages and reasonable costs incurred for any claims made by
18 educational employees for deductions made in good faith
19 reliance on that information.

20 (e) Upon receipt by the exclusive representative of an
21 appropriate written authorization from an individual
22 educational employee, written notice of authorization shall be
23 provided to the educational employer and any authorized
24 deductions shall be made in accordance with law. The employee
25 organization shall indemnify the educational employer for any
26 damages and reasonable costs incurred for any claims made by an

1 educational employee for deductions made in good faith reliance
2 on its notification.

3 (f) The failure of an educational employer to comply with
4 the provisions of this Section shall be a violation of the duty
5 to bargain and an unfair labor practice. Relief for the
6 violation shall be reimbursement by the educational employer of
7 dues that should have been deducted or paid based on a valid
8 authorization given by the educational employee or employees.
9 In addition, the provisions of a collective bargaining
10 agreement that contain the obligations set forth in this
11 Section may be enforced in accordance with Section 10.

12 (g) The Illinois Educational Labor Relations Board shall
13 have exclusive jurisdiction over claims under Illinois law that
14 allege an educational employer or employee organization has
15 unlawfully deducted or collected dues from an educational
16 employee in violation of this Act. The Board shall by rule
17 require that in cases in which an educational employee alleges
18 that an employee organization has unlawfully collected dues,
19 the educational employer shall continue to deduct the
20 employee's dues from the employee's pay, but shall transmit the
21 dues to the Board for deposit in an escrow account maintained
22 by the Board. If the exclusive representative maintains an
23 escrow account for the purpose of holding dues to which an
24 employee has objected, the employer shall transmit the entire
25 amount of dues to the exclusive representative, and the
26 exclusive representative shall hold in escrow the dues that the

1 employer would otherwise have been required to transmit to the
2 Board for escrow; provided that the escrow account maintained
3 by the exclusive representative complies with rules adopted by
4 the Board or that the collective bargaining agreement requiring
5 the payment of the dues contains an indemnification provision
6 for the purpose of indemnifying the employer with respect to
7 the employer's transmission of dues to the exclusive
8 representative.

9 (h) If a collective bargaining agreement that includes a
10 dues deduction clause expires or continues in effect beyond its
11 scheduled expiration date pending the negotiation of a
12 successor agreement, then the employer shall continue to honor
13 and abide by the dues deduction clause until a new agreement
14 that includes a dues deduction clause is reached. Failure to
15 honor and abide by the dues deduction clause for the benefit of
16 any exclusive representative as set forth in this subsection
17 (h) shall be a violation of the duty to bargain and an unfair
18 labor practice. For the benefit of any successor exclusive
19 representative certified under this Act, this provision shall
20 be applicable, provided the successor exclusive representative
21 presents the employer with employee written authorizations or
22 certifications from the exclusive representative for the
23 deduction of dues, assessments, and fees under this subsection
24 (h).

25 (i) (1) If any clause, sentence, paragraph, or subdivision
26 of this Section shall be adjudged by a court of competent

1 jurisdiction to be unconstitutional or otherwise invalid, that
2 judgment shall not affect, impair, or invalidate the remainder
3 thereof, but shall be confined in its operation to the clause,
4 sentence, paragraph, or subdivision of this Section directly
5 involved in the controversy in which such judgment shall have
6 been rendered.

7 (2) If any clause, sentence, paragraph, or part of a signed
8 authorization for payroll deductions shall be adjudged by a
9 court of competent jurisdiction to be unconstitutional or
10 otherwise invalid, that judgment shall not affect, impair, or
11 invalidate the remainder of the signed authorization, but shall
12 be confined in its operation to the clause, sentence,
13 paragraph, or part of the signed authorization directly
14 involved in the controversy in which such judgment shall have
15 been rendered.

16 (115 ILCS 5/11.2 new)

17 Sec. 11.2. Defense to liability.

18 (a) The General Assembly declares that educational
19 employees who paid agency or fair share fees as a condition of
20 employment in accordance with State laws and United States
21 Supreme Court precedent prior to June 27, 2018 had no
22 legitimate expectation of receiving that money back under any
23 then available cause of action. Educational employers and
24 employee organizations who relied on State law and United
25 States Supreme Court precedent in deducting and accepting those

1 fees were not liable to refund them. Agency or fair share fees
2 were paid for collective bargaining representation that
3 employee organizations were obligated by State law to provide
4 to employees. Additionally, it should be presumed that
5 educational employees who signed written membership or dues
6 authorization agreements prior to this time knew and freely
7 accepted the contractual obligations set forth in those
8 agreements. Application of this Section to claims pending on
9 the effective date of this amendatory Act of the 101st General
10 Assembly will preserve, rather than interfere with, important
11 reliance interests. This Section is therefore necessary to
12 provide certainty to educational employers and employee
13 organizations that relied on State law and to avoid disruption
14 of educational labor relations after the United States Supreme
15 Court's decision in Janus v. AFSCME Council 31, 138 S. Ct. 2448
16 (2018).

17 (b) No educational employer or employee organization or any
18 of its employees or agents shall be liable for, and shall have
19 a complete defense to, any claims or actions under the laws of
20 this State for requiring, deducting, receiving, or retaining
21 dues, agency fees, or fair share fees from educational
22 employees, and current or former educational employees shall
23 not have standing to pursue these claims or actions, if the
24 dues or fees were permitted under the laws of this State then
25 in force and paid, through payroll deduction or otherwise,
26 prior to June 27, 2018.

1 (c) This Section shall apply to claims and actions pending
2 on the effective date of this amendatory Act of the 101st
3 General Assembly, as well to claims and actions on or after
4 that date.

5 (d) This Section is a declaration of existing law and shall
6 not be construed as a new enactment.

7 (115 ILCS 5/14) (from Ch. 48, par. 1714)

8 Sec. 14. Unfair labor practices.

9 (a) Educational employers, their agents or representatives
10 are prohibited from:

11 (1) Interfering, restraining or coercing employees in
12 the exercise of the rights guaranteed under this Act.

13 (2) Dominating or interfering with the formation,
14 existence or administration of any employee organization.

15 (3) Discriminating in regard to hire or tenure of
16 employment or any term or condition of employment to
17 encourage or discourage membership in any employee
18 organization.

19 (4) Discharging or otherwise discriminating against an
20 employee because he or she has signed or filed an
21 affidavit, authorization card, petition or complaint or
22 given any information or testimony under this Act.

23 (5) Refusing to bargain collectively in good faith with
24 an employee representative which is the exclusive
25 representative of employees in an appropriate unit,

1 including but not limited to the discussing of grievances
2 with the exclusive representative; provided, however, that
3 if an alleged unfair labor practice involves
4 interpretation or application of the terms of a collective
5 bargaining agreement and said agreement contains a
6 grievance and arbitration procedure, the Board may defer
7 the resolution of such dispute to the grievance and
8 arbitration procedure contained in said agreement.

9 (6) Refusing to reduce a collective bargaining
10 agreement to writing and signing such agreement.

11 (7) Violating any of the rules and regulations
12 promulgated by the Board regulating the conduct of
13 representation elections.

14 (8) Refusing to comply with the provisions of a binding
15 arbitration award.

16 (9) Expending or causing the expenditure of public
17 funds to any external agent, individual, firm, agency,
18 partnership or association in any attempt to influence the
19 outcome of representational elections held pursuant to
20 paragraph (c) of Section 7 of this Act; provided, that
21 nothing in this subsection shall be construed to limit an
22 employer's right to be represented on any matter pertaining
23 to unit determinations, unfair labor practice charges or
24 pre-election conferences in any formal or informal
25 proceeding before the Board, or to seek or obtain advice
26 from legal counsel. Nothing in this paragraph shall be

1 construed to prohibit an employer from expending or causing
2 the expenditure of public funds on, or seeking or obtaining
3 services or advice from, any organization, group or
4 association established by, and including educational or
5 public employers, whether or not covered by this Act, the
6 Illinois Public Labor Relations Act or the public
7 employment labor relations law of any other state or the
8 federal government, provided that such services or advice
9 are generally available to the membership of the
10 organization, group, or association, and are not offered
11 solely in an attempt to influence the outcome of a
12 particular representational election.

13 (10) Interfering with, restraining, coercing,
14 detering or discouraging educational employees or
15 applicants to be educational employees from: (1) becoming
16 members of an employee organization; (2) authorizing
17 representation by an employee organization; or (3)
18 authorizing dues or fee deductions to an employee
19 organization, nor shall the employer intentionally permit
20 outside third parties to use its email or other
21 communications systems to engage in that conduct. An
22 employer's good faith implementation of a policy to block
23 the use of its email or other communication systems for
24 such purposes shall be defense to an unfair labor practice.

25 (11) Disclosing to any person or entity information set
26 forth in subsection (d) of Section 3 of this Act that the

1 employer knows or should know will be used to interfere
2 with, restrain, coerce, deter, or discourage any public
3 employee from: (i) becoming or remaining members of a labor
4 organization, (ii) authorizing representation by a labor
5 organization, or (iii) authorizing dues or fee deductions
6 to a labor organization.

7 (b) Employee organizations, their agents or
8 representatives or educational employees are prohibited from:

9 (1) Restraining or coercing employees in the exercise
10 of the rights guaranteed under this Act, provided that a
11 labor organization or its agents shall commit an unfair
12 labor practice under this paragraph in duty of fair
13 representation cases only by intentional misconduct in
14 representing employees under this Act.

15 (2) Restraining or coercing an educational employer in
16 the selection of his representative for the purposes of
17 collective bargaining or the adjustment of grievances.

18 (3) Refusing to bargain collectively in good faith with
19 an educational employer, if they have been designated in
20 accordance with the provisions of this Act as the exclusive
21 representative of employees in an appropriate unit.

22 (4) Violating any of the rules and regulations
23 promulgated by the Board regulating the conduct of
24 representation elections.

25 (5) Refusing to reduce a collective bargaining
26 agreement to writing and signing such agreement.

1 (6) Refusing to comply with the provisions of a binding
2 arbitration award.

3 (c) The expressing of any views, argument, opinion or the
4 dissemination thereof, whether in written, printed, graphic or
5 visual form, shall not constitute or be evidence of an unfair
6 labor practice under any of the provisions of this Act, if such
7 expression contains no threat of reprisal or force or promise
8 of benefit.

9 (c-5) The employer shall not discourage public employees or
10 applicants to be public employees from becoming or remaining
11 union members or authorizing dues deductions, and shall not
12 otherwise interfere with the relationship between employees
13 and their exclusive bargaining representative. The employer
14 shall refer all inquiries about union membership to the
15 exclusive bargaining representative, except that the employer
16 may communicate with employees regarding payroll processes and
17 procedures. The employer will establish email policies in an
18 effort to prohibit the use of its email system by outside
19 sources.

20 (d) The actions of a Financial Oversight Panel created
21 pursuant to Section 1A-8 of the School Code due to a district
22 violating a financial plan shall not constitute or be evidence
23 of an unfair labor practice under any of the provisions of this
24 Act. Such actions include, but are not limited to, reviewing,
25 approving, or rejecting a school district budget or a
26 collective bargaining agreement.

1 (Source: P.A. 89-572, eff. 7-30-96.)

2 Section 99. Effective date. This Act takes effect upon
3 becoming law.